

TAB 3

Performance Work Statement
Performance Based Work Statement
(Services)

PERFORMANCE BASED WORK STATEMENT

Maintenance and Repair of PYXIS Automated Medication Dispensing Cabinets at the
Charlie Norwood VA Medical Center

B.1.1 GENERAL GUIDANCE

B.1.1.1 **Title of Project:** Maintenance and Repair of PYXIS Automated Medication Dispensing Cabinets at the Charlie Norwood VA Medical Center

B.1.1.2. **Scope of Work:** For each emergency service visit, the contractor shall furnish all labor, material, repair parts, (except those cited within Excluded Parts), equipment (not to include operating supplies), and travel necessary to correct any equipment to operational condition. The contractor will also perform a complete PM Service on the equipment as part of the repair. The contractor shall guarantee that at the conclusion of any emergency maintenance performed that the equipment will meet manufacturer's factory specifications. Contract includes software upgrades and updates, hardware updates that fix a PYXIS Technologies defined functionality problem, and routine inspections and maintenance.

After each service call, the contractor will submit a list containing each part installed to the Pharmacy Service ADPAC.

The contractor is required to provide Pharmacy Service with all service representative's name, address, and phone number so the CNVAMC can obtain emergency maintenance service after normal VA working hours. The contractor is responsible for notifying Pharmacy Service within 24 hours of any changes in the emergency response information.

Emergency service coverage will be **24 hours per day, 7 days a week**. 800# help line for software, hardware, and user support. Onsite service technician will be dispatched within 24 hours if required (includes all costs).

Excluded Services:

Contractor shall not be obligated to provide services under this Agreement for:

a. damage to or destruction of instrument(s) covered where such damage or destruction is:

(1) a result of or caused by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any Act of God including but not limited to lightning, windstorm, hail, flood, earthquake, or

(2) caused by the CNVAMC misuse or abuse of such instrument;

- b. decontamination due to spillage;
- c. interpretation of data;
- d. installation of unauthorized field modifications;
- e. accessories not listed nor included in agreement.

Contractor shall maintain a sufficient stock of all parts meeting or exceeding the original manufacturer's design and specification needed for repair and maintenance of the equipment or be able to secure needed parts within one calendar day. CNVAMC reserves the right to inspect the contractor's facility to confirm the parts are locally available.

If/when new equipment is purchased by the CNVAMC, the contract can be modified to include maintenance of the new equipment.

Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools.

Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed.

The ISO needs to maintain the documentation.

B.1.1.3. **Location of Services Provided:** Charlie Norwood VA Medical Center, both divisions.

B.1.1.4. **Work Hours:** Emergency service coverage will be **24 hours per day, 7 days a week** , including Federal Holidays

B.1.1.5. **Federal Holidays:** New years Day, Martin Luther King's Birthday, President's Day, Independence Day, labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday.

PERIOD OF PERFORMANCE: One Base year with the possibility of four one year option periods.

Base Year:	1 October 2013 – 30 September 2014
Option Year 1	1 October 2014 - 30 September 2015
Option Year 2	1 October 2015 – 30 September 2016
Option Year 3	1 October 2016 – 30 September 2017
Option Year 4	1 October 2017 – 30 September 2018

B.1.1.6. **Type of Contract:** This shall be a firm fixed price contract.

B.1.2. GENERAL REQUIREMENTS:

1. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

2. An access badge will be given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COTR. All contract personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward.). The contractor's employees must return the access badge(s) to the COTR or designee at the end of each pick up process.

3. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with each facility COTR.

4. Charlie Norwood VAMC does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

B.1.3. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

1. The Contractor shall:

- Operate 24 hour per day, 7 days a week phone service to assist in trouble shooting problems or to report equipment problems or failures.
- Provide maintenance and repair services for PYXIS equipment included in this contract any Pyxis equipment added by amendment
- Assist caller with repair or reset of equipment (as appropriate) immediately or within 12 hours of call.
- Send a qualified technician to perform repairs or install parts within 24 hours (as appropriate).
- Provide repair parts within 48 hours
- Provide software updates

2. Description of Service: For the purpose of this contract, the following are descriptions of the types of services to be performed.

- Upgrades in equipment
- Upgrades in software
- Training
- Program development
- Availability for trouble shooting via telephone or e-mail

B.1.4. REPORTING REQUIREMENTS:

- The Contractor shall report to the Pharmacy Service on the scheduled day of visit.
- The Contractor shall submit the following documentation to the Contracting Officer's Technical Representative after the performance of each service call:
 - a. Equipment Replaced
 - b. Software Upgrades
 - c. Training of Personnel
 - d. New Programs

**B.1.5. QUALITY ASSURANCE:
PERFORMANCE STANDARDS**

REQUIRED SERVICE	PERFORMANCE STANDARD	MONITORING METHOD	INCENTIVE/DISINCENTIVES FOR MEETING OR NOT MEETING THE PERFORMANCE STANDARDS
1. Response to service call	Equipment downtime does not exceed 24 hours (maximum) within a 10 day period of time.	Pharmacy ADPAC to monitor equipment downtime.	5% of the total invoice amount shall be deducted when the performance standard is missed

B.1.6. GOVERNMENT RESPONSIBILITIES: The Government shall be responsible for making system available to Contractor during normal business hours 8:00 am - 4:30 pm. If there is a need for work to be done after hours, the Government will make arrangements for Contractor to have access to system.

B.1.7. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The contractor shall be required to comply with all security policies/requirements. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

B.1.8. INTERFERENCE TO NORMAL FUNCTION: Contractor may be required to interrupt their work at anytime so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

1. In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.

2. Contractor personnel shall inform the COTR or the designee of the need to gain access to secured areas. If access is required to secure areas, prearranged scheduling will be made with COTR or designee.

B.1.9. INVOICES:

Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor, validated by the Contracting Officer's Technical Representative (COTR), and submitted to VA FSC, P. O. BOX 149971, AUSTIN, TX 78714.

A properly prepared invoice will contain:

- Invoice Number and Date
- Contractor's Name and Address
- Accurate Purchase Order Number
- Supply or Service provided
- Inclusive dates and quantity supply or service provided
- Total amount due